

General Terms and Conditions of Vistec GmbH

1. General

All orders shall be accepted and executed exclusively in compliance with the following General Terms and Conditions of Vistec GmbH. Buyers shall accept these Terms and Conditions as legally binding upon placement of an order. The scope of the delivery obligations shall be governed exclusively by our order confirmation. Any deviating arrangements shall be subject to our written acceptance of the former. This shall also apply to all declarations, commitments or confirmations.

2. Quotations and Orders

Unless expressly designated as binding, all quotations shall be subject to change. The acceptance of an order shall be governed by our written order confirmation. The execution of the order shall be performed as stipulated in our sales documentation.

3. Prices

a) All orders placed with us shall be subject to the valid list price in effect on the day of delivery of the order, provided no other binding price arrangements have been agreed upon and provided same is permitted under applicable laws. Special or customized productions shall be subject to a surcharge. The minimum order value shall be EUR 46,00 plus postage and packaging.

b) All prices shall be quoted as of the place of shipment, excluding insurance and any shipping fees applicable.

c) Any applicable value added tax shall be billed separately at the percentage rate required by law.

4. Delivery

a) The delivery times we quote have been carefully researched, however, compliance with same shall be subject to the timely receipt of all documentation, approvals, releases and information required from the Buyer for the performance of the order. The Buyer shall also be required to have performed all other contractual obligations, in particular payments due from any earlier deliveries, if Buyer is in default of same.

b) The delivery shall be deemed to have been performed in a timely manner if the goods are shipped prior to the expiration of the delivery deadline or if it is available to the Buyer for pick-up.

c) We shall have the right to execute partial deliveries and to bill for same separately.

d) In the event that fulfillment of our delivery obligations is rendered completely or partially impossible, delayed or substantially hampered as a result of circumstances at our end or at our supplier's end that cannot be prevented with the amount of diligence due at our end (e.g. force majeure, strikes, lockouts, operational interruptions, lack of materials, etc.), we shall have the right to rescind from the contract or to reasonable extend the delivery time without having to be liable for damage compensation.

e) In the event of a delay in acceptance caused by the Buyer we shall have the right, statutory provisions notwithstanding, to otherwise dispose of the delivery object and to make delivery to the Buyer at the next opportune point in time. In the event that we should have to store the delivery object, we shall have the right to charge a monthly storage fee for the goods in the amount of one percent of the gross order value, provided the Buyer is a business professional.

5. Transfer of Risk

a) The goods shall be deemed sold ex factory or ex shipping location unless otherwise stipulated in the contract in the definition of the type of sale.

b) Unless otherwise agreed upon, the risk shall transfer to the Buyer upon shipment of the goods or upon notice of its readiness for pick-up having been sent to the Buyer.

6. Insurance

a) Unless agreements to the contrary have been made, all of our shipments shall be insured against risks of transportation at the Buyer's expense.

b) In the event of transportation damages or loss, an official postal or railway certification or a pertinent declaration from the freight forwarder shall be obtained prior to the acceptance of the goods. Same shall be sent to us immediately.

7. Warranty and Filing of Deficiency Claims

a) We shall provide a two-year warranty for all products manufactured by us that are delivery new from the factory. This shall mean that within two years after the delivery, we shall, at our sole discretion either replace free of charge or repair any parts that have material or production defects or that do not have the properties promised. The statutory warranty provisions shall apply subject to the condition that same are initially restricted to remedial action. In the event that such remedial action should fail, the Buyer shall have the right to demand a reduction of the purchase price or the revocation of the purchase. In the event of a revocation, the Buyer shall be required to reimburse us for the wear and tear the sales object was exposed to while it was in the Buyer's possession.

b) In the event that a product we have delivered but not manufactured should prove deficient, the Buyer shall have the option to enforce the warranty entitlements against us only after Buyer has made reasonable attempts that have failed to directly enforce such entitlements with our supplier outside of any court action. For this purpose, we herewith assign our warranty entitlements against the supplier of the third party product to the Buyer.

c) We shall not assume any warranties for used products.

d) The following shall apply to software:

We warrant the congruence of the software made available to the Buyer with the program specifications provided the software was installed on our specific systems and in compliance with our guidelines.

Software deficiencies shall only be such deficiencies that can be reproduced at any time. In the event that Buyer is using programs, software, interfaces, etc. as third party products, we shall not assume any warranty or liability. We shall undertake to correct software errors that have only a minimal impact on the contract-compliant usage of the former, at our discretion and depending on the criticality or the error, through the installation of an improved version of said software or by providing recommendations for the elimination or by-passing of the effects of the error. We shall not assume any warranty for the interruption and error free operation of the software, or for the complete elimination of all software errors by us or for the fact that the functions included in the software will work in all combinations selected by the Buyer and for its fulfillment of the Buyer's requirements.

e) All other and more comprehensive entitlements, regardless of whether same are construed from the contract or from applicable laws, shall be excluded; in particular entitlements for compensation of damages not incurred on the product itself (consequential damages). This shall not apply in cases where mandatory liability results from acts of intent, gross neglect or from the absence of promised characteristics.

f) Warranty entitlement claims based on obvious deficiencies shall be effective only if same are filed in writing immediately.

8. Default and Impossibility

In the event of default or an impossibility we are responsible for, the damage compensation entitlement shall be limited to 5 % of the value of the goods in default, unless gross neglect has occurred. This shall apply to direct damages as well as consequential damages.

9. Intellectual Rights Vested in Software

In the event that the delivery agreement (also) pertains to software, the following shall apply:

The Buyer shall be granted a non-exclusive license for programs and related documentation and their retroactive supplements and updates for the duration of the operation of the goods, for which the programs are provided. The Buyer shall store said programs, documentations and supplements and upgrades carefully in a location where they are protected against third party access. The seller shall be prohibited from making any reproductions of the software, with the exception of a backup copy to be used only for Buyer's own purposes. The buyer shall also not be permitted to process the software. The license granted shall be rendered effective only upon complete payment of the software by the Buyer.

10. Liability

- a) We shall not assume any liability for material damages, personal injury or pecuniary damages incurred as a result of a neglectful error in a product delivered by us.
- b) Unless otherwise agreed upon in individual cases, we shall not assume any liability for any damages caused by our staff when performing installation work as a result of minor neglect.
- c) Our devices may only be repaired by agents authorized by us.
- d) In the case of software we have supplied, we shall not assume any liability for the loss or modification of data resulting from program errors and we shall not be under any obligation to re-acquire any data that may be required as a result. This shall not apply in cases where mandatory liability results from acts of intent or gross neglect.

11. Payment

- a) All payments made shall always be applied to our oldest receivables due.
- b) In the event that the payment due date is exceeded, we shall charge late payment interest in the amount equal to the interest rates charged to us by our bank. However, we shall charge interest at least at the rate of the statutory late payment interest rate pursuant to Article 288 Section 1 BGB (German Civil Code, currently the prime rate of the German Federal Reserve plus 5 points). This shall be without prejudice to claims for different damage amounts incurred. The acceptance of drafts shall be subject to a special written agreement. Discount fees shall be for the account of the Buyer and shall be due for immediate payment. In the event that payments are not made despite notices or if circumstances should arise that have a substantial adverse impact on the creditworthiness of the Buyer (e.g. fruitless attachment, non-payment of drafts or checks, cessation of payments, application for the initiation of settlement or insolvency proceedings), all claims we have against the Buyer shall be due for immediate payment. This shall also apply to entitlements backed by drafts. Credits given for drafts and checks shall be given subject to their payment. They shall be value-posted on the day the amount becomes available to us.
- c) The Buyer shall have the right to set off payment entitlements due from the Buyer only against receivables of the Buyer that are undisputed or have been finally adjudged by a court of law. All other set-off arrangements with the Buyer shall be excluded.
- d) For each notice sent to the Buyer upon a receivable becoming due and not being paid an administrative fee of EUR 5.00 each shall be charged in addition to the late payment interest, which shall cover all costs resulting from collection activities.
- e) The Buyer shall be deemed in default of payment at the latest 30 days after receipt of the first invoice and no notice shall be required for that to occur. Payment deadlines set in notices shall not void the default.

12. Retention of Title

a) The goods shall remain our property until all entitlements we have from the business relationship with the Buyer have been fulfilled (title retention goods). The Buyer shall have the right to re-sell the title retention goods within the scope of proper business operations in exchange for cash payments. This arrangement may be revoked at any time.

b) The Buyer herewith assigns all of Buyer's future purchase price receivables and ancillary rights from the resale of the title retention goods up to the amount of the pertinent account balance. Until further notice, the Buyer shall have the right to collect any related assigned purchase price receivables. All costs incurred as a result of the collection of the assigned receivables shall be borne by the Buyer. In the event of attachment of the goods by third parties, the Buyer shall undertake to alert the former to the retention of title and to notify us immediately. In the event of non-contract-compliant conduct, in particular in the event of default of payment, this shall be without prejudice to our right to seize the title retention goods. The seizure of goods shall not constitute a rescission from the purchase agreement.

12. Miscellaneous

a) The place of fulfillment and jurisdiction, if permitted by law, shall be Fuerstenfeldbruck, Germany.

b) The contractual relationship shall be governed by German law, in particular the BGB (German Civil Code) and the HGB (German Trade Law). The application of the Vienna UN Convention on the International Sale of Goods (CSIG) shall be excluded.

c) In the event that one or several provisions of this contract should be ineffective, this shall not affect the effectiveness of the remaining provisions of the contract. Any ineffective provision shall be replaced by a permitted provision that meets the original business purpose as closely as possible.

d) Multiple Buyers shall be considered all and several debtors.

Status July 2025